

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

PRATT & WHITNEY CANADA CORP.
1000 Marie Victorin Longueuil
Quebec, Canada J4G 1A1.

Plaintiff,

v.

AVBASE AVIATION, LLC
6200 Riverside Drive
Cleveland, Ohio 44135.

Defendant.

) CASE NO.

) JUDGE

) COMPLAINT

) (JURY DEMAND ENDORSED HEREON)

1:05CV1914

JUDGE BOYKO

Plaintiff, Pratt & Whitney Canada Corp. ("P&WC"), by and through its counsel, and for its Complaint against defendant AvBase Aviation, LLC ("AvBase") states as follows:

INTRODUCTION

1. This is a breach of contract, statement of account, and unjust enrichment action by P&WC to recover on a Promissory Note entered into between the parties for certain goods and/or

services that P&WC provided to AvBase. The amount AvBase owes for the Promissory Note, and also for the goods and/or services P&WC provided, is past due by over one-hundred twenty (120) days. P&WC has demanded payment from AvBase, but AvBase has failed to pay the amount due. The total amount owed, exclusive of interest and costs, is Two Hundred Ninety-One Thousand One Hundred Sixty-Six Dollars and Fifty-Six Cents (\$291,166.56).

JURISDICTION AND VENUE

2. Plaintiff P&WC is a company organized and existing under, and by virtue of, the laws of a foreign state, and having its principal place of business at 1000 Marie Victorin Longueuil, Quebec, Canada J4G 1A1.

3. Upon information and belief, Defendant AvBase is a company organized and existing under, and by virtue of, the laws of the State of Ohio, and having its principal place of business in Cleveland, Ohio.

4. Jurisdiction of this Court is conferred by 28 U.S.C. § 1332, as the amount in controversy exceeds the sum or value of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs, and AvBase and P&WC are citizens of Ohio and a foreign state, respectively.

5. Pursuant to 28 U.S.C. § 1391, venue is appropriate in this Court as defendant resides in this judicial district.

COUNT I – BREACH OF CONTRACT

6. PW&C incorporates herein by reference the allegations made in Paragraphs 1 through 5 as if fully rewritten herein.

7. On October 31, 2003, AvBase executed a Promissory Note payable to P&WC. A true and accurate copy of the Promissory Note is attached hereto as Exhibit A.

8. AvBase has made certain payments according to the Promissory Note, but has failed to pay PW&C the total amount past due.

9. The total amount past due on the Promissory Note is Two Hundred Ninety-One Thousand One Hundred Sixty-Six Dollars and Fifty-Six Cents (\$291,166.56), exclusive of interest and costs.

10. Pursuant to the Promissory Note, AvBase is obligated to pay the amount past due, plus interest.

11. P&WC has made repeated requests for AvBase to pay the amount owed on the Promissory Note, and AvBase has failed to make the required payment.

12. P&WC has been damaged by AvBase's failure to pay the amount owed on the Promissory Note, plus interest, late payment charges and other such costs.

COUNT II – STATEMENT OF ACCOUNT

13. PW&C incorporates herein by reference the allegations made in Paragraphs 1 through 12 as if fully rewritten herein.

14. P&WC provided certain goods and/or services to AvBase.

15. AvBase has paid a portion of the amount owed for those goods and/or services, but has failed to pay PW&C the total amount owed for those goods and/or services.

16. The total amount AvBase still owes for the goods and/or services is Two Hundred Ninety-One Thousand One Hundred Sixty-Six Dollars and Fifty-Six Cents (\$291,166.56), exclusive of costs and interest.

17. The amount AvBase owes PW&C for the goods and/or services is secured by the Promissory Note, and is reflected in a Statement of Account. A true and accurate copy of the Statement of Account is attached hereto as Exhibit B.

18. P&WC has demanded that AvBase pay the amount owed on its account.

19. AvBase has failed to pay for the goods and/or services related to the attached Statement of Account.

20. P&WC has been damaged by AvBase's failure to pay the amount owed on its account, together with interest, late payment charges and other such costs.

COUNT III – UNJUST ENRICHMENT

21. P&WC incorporates herein by reference the allegations made in Paragraphs 1 through 20 as if fully rewritten herein.

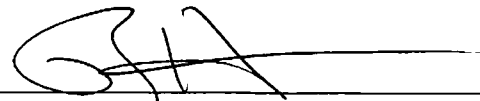
22. P&WC provided goods and/or services to AvBase.

23. AvBase has failed to pay the amount owed for the goods and/or services P&WC provided.

24. By virtue of AvBase's failure to fully pay for the goods and/or services, AvBase has been unjustly enriched to the detriment of P&WC.

WHEREFORE, P&WC prays for judgment against AvBase in the amount of Two Hundred Ninety-One Thousand One Hundred Sixty-Six Dollars and Fifty-Six Cents (\$291,166.56), with interest, late payment charges, Court costs and such other and further relief as this Court deems just and equitable.

Respectfully submitted.



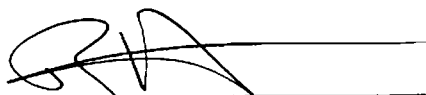
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JURY DEMAND

Pratt & Whitney Canada Corp. demands a trial by jury as to all matters triable by a jury in this case.

Respectfully submitted,



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